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PLAINTIFFS IN PRO PER

COPY RETURN

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

3:20-cv-00391

GAYLA OUELLETTE, an individual, LOREN
R. OUELLETTE, an individual,

Plaintiffs,

vs.

SPECIAL RECREATION SERVICES, INC., a
Nevada Non-Profit Corporation, dba AMPLIFY
LIFE; STEPHANIE RICE, CYNDY
GUSTAFSON, DIANE THORKILDSON
SHANNON DRESSEL, ALAN HERAK, AMY
GARLAND and DOES 1-50, inclusive.

Defendants.

Case No.

VERIFIED COMPLAINT FOR:

- 1 VIOLATIONS OF 42 USC § 12203
2. WRONGFUL TERMINATION
3. FRAUD
4. DEFAMATION
5. CONVERSION
6. UNJUST ENRICHMENT
7. FRAUD AND DECEIT
8. VIOLATIONS OF 18 USC §1030
9. DECLARATORY JUDGMENT

JURY TRIAL DEMANDED

Paid Amt \$ 40000 Date 6/24/20
NVRNO-
Receipt # 4998 Initials AB

COMPLAINT

PLAINTIFFS, GAYLA OUELLETTE and LOREN OUELLETTE in Pro Per files this Verified Complaint against all named DEFENDANTS and are informed, believe and thereon allege that each of the Defendants named herein as DOES are the agents, employers, representatives, successors in interest, or employees of the other named Defendants, and when performing the acts alleged herein, were acting within the scope of their agency, employment, authority, and or/representative capacity, and are therefore responsible for the acts complained of herein. Plaintiffs are informed, believe, and thereon allege that each factiously named Defendant is responsible in some manner for the occurrences alleged and Plaintiffs' injuries and damages as herein alleged are directly, proximately, and/or legally caused by defendants and all of their acts. Plaintiffs will seek leave of court to amend this Complaint to set forth the true names and capacities of such named Defendants when their identities become known to PLAINTIFFS.

THE PARTIES

1. GAYLA OUELLETTE and LOREN OUELLETTE (hereinafter "PLAINTIFFS" or "GAYLA" or "LOREN") are individuals residing in Washoe County, Nevada in the State of Nevada and brings this claim against SPECIAL RECREATION SERVICES, INC., a Nevada Non-Profit Corporation, dba AMPLIFY LIFE (hereinafter "Amplify Life"); STEPHANIE RICE ("Rice"), CYNDY GUSTAFSON ("Gustafson"), and DIANE THORKILDSON ("Thorkildson"), SHANNON DRESSEL, ALAN HERAK ("Herak), AMY GARLAND and DOES 1-50, inclusive. (hereinafter "DEFENDANTS")

JURISDICTION AND VENUE

2. This Court has original jurisdiction over the subject matter on this case pursuant to 42 USC § 12203 and has supplemental jurisdiction over the related state and common law claims pursuant to 28 USC §1367 and upon information and belief Venue is proper pursuant to 28 U.S.C §§

1 1391(b) and (c) as the Defendants are doing business in this district and a substantial part of the
2 events giving rise to the claims alleged herein occurred in this district and that the damages inflicted
3 and sustained occurred in this judicial district.

4
5 **ALLEGATIONS COMMON TO ALL COUNTS**

6
7 3. This case involves the rights and protections under the Federal Whistleblower Protection Act
8 of 2019 in which an employee reasonably believes that a law, rule or regulation has been violated in
9 accordance to the Congressional Accountability Act of 1995 that expressly prohibits retaliation where
10 no employer may discharge, demote, suspend, threaten, harass, directly or indirectly or in any other
11 manner discriminate against a whistleblower because of a lawful act done by the whistleblower or
12 whistleblowers.

13 4 At all times material GAYLA OUELLETTE (hereinafter referred to "GAYLA") was hired by
14 SPECIAL RECREATION SERVICES, INC., (hereinafter referred to "Amplify Life") then also
15 known as Camp Lotsafun, as its Director of Marketing, Public Relations and Fundraising. Her
16 employment dates were June 1, 2013 through January 23, 2019. PLAINTIFF GAYLA OUELLETTE
17 was specifically recruited to make the 39-year-old nonprofit sustainable.

18 5 Camp Lotsafun was a nonprofit summer recreational camp for a small number of people with
19 special needs. Today the nonprofit is known as Amplify Life and serves hundreds of people of all
20 ages with developmental and intellectual disabilities each year, through a diversified portfolio of
21 recreational, educational, and social programs, and their caregivers and families through respite.

22 6 At the time of her hiring GAYLA was offered compensation which included an incentive
23 bonus plan the Board of Directors (hereinafter "the Board") was responsible for developing and an
24 Individual Retirement Account ("IRA").

25 7 At all times material GAYLA OUELLETTE was given the title of 'Interim Executive
26 Director', on or about October 2013, when the Board asked her to assume the role and additional
27 responsibilities that came with it, at which time she was given a \$23,000 salary adjustment. On or
28 about December 2013, she was given the permanent title of Executive Director, as she agreed to
assume the role permanently.

1 8 Upon assuming the role of Executive Director, GAYLA discovered the nonprofit was being
2 mismanaged by its Board. Amplify Life had allowed a seated board chairman, a Morgan Stanley
3 Broker, to personally manage and profit from Special Recreation Services once sizable investment
4 account. Amplify Life was burning through financial resources at an alarming speed and with
5 resources to last about 18 months if they continued business as usual. Amplify Life was running
6 camps it could not fiscally sustain. The Board was violating California State payroll laws where
7 summer camps were held by paying camp counselors substandard wages, requiring them to work too
8 many hours, failing to pay for hours worked and overtime, and failing to provide proper breaks. The
9 Board were ultimately responsible for the nonprofits welfare but were disconnected from the daily
10 operations.

11 9 GAYLA OUELLETTE ascertains that in signing the Amplify Life Non-Disclosure
12 Agreement (hereinafter "NDA"), all members of the Board of Directors also hold a position of
13 special trust and confidence. The Board members are also bound by duty to the organization and staff
14 who bring forth legitimate concerns for the welfare of those the nonprofit services.

15 10 During her service as Executive Director, GAYLA OUELLETTE was responsible for all of
16 the day-to-day operations. As an officer, GAYLA reviewed and signed contracts. These included
17 Nevada State contracts with the Department of Employment, Training, and Rehabilitation (DETR) to
18 run work training camps (hereinafter "Works Camps") for young adults with intellectual and
19 developmental disabilities, which are Federally-Funded. GAYLA was solely responsible for
20 developing, running, and hiring for the State Works Camps. GAYLA enjoyed outstanding
21 professional relationships with her State partners. GAYLA was in regular contact with Walter Cuneo,
22 Management Analyst and Division Contract Manager. At all times material GAYLA also had an
23 exemplary relationship with Janice John, Deputy Administrator, DETR. During a meeting with
24 GAYLA, Ms. John praised GAYLA for the high quality of work on the programs she created and ran
25 under the State contract. According to Deputy Administrator John, GAYLA'S programs and reports
26 are considered the "Gold Standard" for the State of Nevada.

27 11 At all times material, GAYLA was authorized to sign and approve contracts that financially
28 bound the organization. Many of the contracts / agreements were without the Boards review while
some were with the approval of one, two or three Board members. Contracts and Agreements signed
by GAYLA from time to time, without board approval, totaled well over \$40,000.00. GAYLA had

1 previously held a senior marketing position within Charles River Laboratories, at that time a billion-
2 dollar company, and managed portions of a multimillion-dollar marketing budget.

3 12 Upon information and belief working for a nonprofit is both physically and emotionally
4 taxing with pay often not commensurate with experience. It is common practice that nonprofits are
5 frequently dependent on the commitment of donors, family and friends in the quest to serve the
6 community. DEFENDANT Amplify Life had a 15-year established history of family working
7 together to advance the mission. This included high level staff, such as Amplify Life's Registered
8 Nurse and her daughter, and others. The Board was aware that GAYLA'S family members also
9 worked for Amplify Life.

10 13 GAYLA'S daughter Jillian Ouellette, a University of Nevada, Reno graduate in International
11 Business and Marketing, devoted her services as a full-time employee to Amplify Life from 2014 to
12 2016 as Office Manager. The Board of Directors did not object to this type of arrangement. In fact,
13 they encouraged it. In 2013, then Board Chairman Shannon Dressel suggested the nonprofit could
14 greatly benefit from the Jillian's expertise and community connections and proposed she join the
15 organization. The Board unanimously embraced it.

16 14 GAYLA'S spouse LOREN from time to time was one of many people Amplify Life
17 employed over many years. When GAYLA first became Executive Director, LOREN a former Sr.
18 Project Manager for a Silicon Valley tech company, was contracted by GAYLA, to manage the
19 development of a complex customized website for Amplify Life. The website would be coded by a
20 company in India under LOREN'S direction. When complete LOREN would transfer to
21 Hostmonster, Inc. server and that is responsible for maintenance, security, and the hosting server. The
22 value of the agreement with LOREN for these services was \$24,000. Upon information and belief no
23 money exchanged hands. As long as GAYLA remained with Amplify Life, the fee would be
24 amortized over time. LOREN would retain custody of the site until the agreement termed. Shannon
25 Dressel instructed GAYLA to "just get it done". Loren also assisted with the Works Camps and was
26 crucial because his experience exceeded the State requirements his presence was paramount to the
27 safety and welfare of clients and staff.

28 15 In March of 2018, the Board (Gustafson, Thorkildson, and Bill Wagner) approved LOREN to
work for Amplify Life on a building restoration. Due to the nature of this work, they also agreed to

1 provide workers compensation insurance to LOREN, as was common practice for Amplify Life with
2 camp counselors.

3 16 Between March 2018 and November 2018, LOREN performed extensive work for Amplify
4 Life. The work was part of a colossal undertaking by the nonprofit to transition the organization from
5 the 1,400 sq. ft. Hubbard office to the 12,500 sf facility located on the Northern Nevada Adult Mental
6 Health Services (NNAMHS) campus, at 480 Galletti Way, Bldg., 2, Sparks, Nevada. The building
7 was severely neglected and dilapidated, requiring extensive improvements and cleaning before the
8 nonprofit could occupy the space and utilize it for programs.

9 17 During this time period LOREN worked nonstop on the building on a 24/7 basis. There was
10 an enormous amount of refurbishment to complete to prepare the facility for the State-funded DETR
11 programs the nonprofit was committed to run in June 2018. DEFENDANT Gustafson was also
12 aggressively pushing for a grand opening to impress individuals within the Department of Health and
13 Human Services she worked with through her personal consulting business, Strategic Progress LLC.
14 LOREN was initially provided with a small payment for his services. DEFENDANTS Gustafson and
15 Board members promised LOREN proper compensation would be forthcoming. LOREN continued to
16 work based on these assurances. The work performed by LOREN in this capacity was an estimated
17 \$125,000 in value. Yet, the only compensation he ever received was an initial payment of \$1,600.

18 18 In May 2018, GAYLA became concerned with the lack of safety and the unhealthy conditions
19 for the disabled individuals the nonprofit served at the facility, as well as for her staff. There were
20 often bloody rags and soiled clothing around the building, along with used heroin needles and drug
21 paraphernalia in the grass of the Amplify Life courtyard where clients and staff frequented. Drug
22 addicts regularly accessed the Amplify Life courtyard where they would shoot up. GAYLA would
23 have to check the grass and surrounding areas of the courtyard prior to programs. Mental health
24 patients and transients were a constant problem on the campus and knew the building as it had
25 formerly been the State NNAMHS Drop-in Center. They would urinate, defecate and vomit in the
26 area. At one point, GAYLA requested the campus properly clean the area, which they reluctantly
27 agreed to. On two separate occasions, GAYLA was notified by the campus security that *homicidal*
28 patients had escaped holding detainment in Building 1 on the NNAMHS campus. Amplify Life
occupied Building 2. GAYLA was instructed by Danny, a contracted security guard for the campus
who knew Amplify Life served an "at-risk population" close to windows and blinds, lock all doors

1 and remain inside until he gave the "all clear". On one of these occasions a federally-funded Works
2 Camp was in process with 15 special needs individuals and 14 staff present.

3 19 GAYLA further alleges employees consistently found weapons in the courtyard and around
4 the building. There were numerous Health and Safety violations in the building and on the campus
5 that needed to be corrected. Also, parents and caregivers of disabled clients of Amplify Life
6 contacted GAYLA with their safety concerns. GAYLA raised these concerns with the Board.

7 20 About June 2018, with health and Safety matters escalating and the board taking no action,
8 GAYLA spoke to Christina Brooks, Agency Director of the NNAMHS campus. When
9 DEFENDANT Gustafson learned of this, she forbade GAYLA to speak with Brooks further.

10 21 In November 2018, a homeless woman gained access to the facility while a large program
11 with 30 special needs clients was underway. GAYLA was able to get the delusional woman who was
12 sequestered in the ladies' restroom with five special needs girls and a counselor, to exit the building
13 without further incident. But it was highly concerning and frightening to GAYLA and her staff who
14 were involved.

15 22 When GAYLA brought these concerns to the attention of the DEFENDANTS Gustafson and
16 the Board they were largely ignored. With one exception, during a November Board Meeting,
17 DEFENDANTS the Board voted to allow GAYLA and two other staff to carry pepper spray while
18 working. However, that was the extent of any action on the part of the Board.

19 23 Gustafson told GAYLA the matter must be handled cautiously and she (Gustafson) would
20 handle it. This was due to Gustafson's personal consulting business, Strategic Progress, LLC, did
21 most of its business with the State. Gustafson also implied GAYLA could face reprimand from State
22 authorities for raising concerns about campus issues if not handled delicately. Gustafson said she
23 would speak with Richard Whitley, the Director of Nevada State Health and Human Services, who
24 was responsible for providing Amplify Life with the building.

25 24 After growing increasingly concerned by the inaction of Gustafson and the Board, in
26 December 2018 GAYLA made reports to several more agencies and persons outside the Board of
27 Directors and Amplify Life.

28 25 GAYLA was eventually forced to take the above safety issues to the Nevada State Capitol
Police Chief and the Nevada State Fire Marshal. These officials agreed the area was not safe for

1 people with special needs and staff and offered to help locate another State of Nevada building for
2 Amplify Life to operate in safely.

3 26 GAYLA also reported it to Richard Whitley. Whitley stated that Gustafson never contacted
4 him concerning Amplify Life health and safety issues. Whitley was deeply concerned and said had he
5 been contacted he would have helped to resolve the issues immediately. Whitley initiated a State
6 investigation into the matter.

7 27 Further, GAYLA discussed safety issues with OSHA State and Federal.

8 28 Despite the promises made at the time of her hiring, GAYLA had never received her incentive
9 bonuses as promised in her hiring contract, nor was she provided with an IRA the Board had
10 promised her. GAYLA repeatedly requested the Board honor their promises. DEFENDANTS
11 repeatedly assured GAYLA that they would resolve the issue at the next Board Meeting. The topic
12 was continually pushed to the next meeting's agenda and frequently forgotten by them. At one point,
13 Board member Bill Wagner was so frustrated over the Boards lack of action he took it upon himself
14 to meet with an investment company to work up details to get an IRA established for GAYLA. His
15 calls to address the matter of GAYLA'S retirement went unanswered by the BOARD. GAYLA was
16 never told she would not receive these items.

17 29 During her tenure as Director of Marketing, Public Relations, and Fundraising, and later
18 Executive Director of Amplify Life, GAYLA corrected many grave issues the BOARD had allowed
19 to develop. She ensured that all programs were properly funded. She ensured counselors salaries were
20 in compliance with payroll laws. GAYLA ensured that program staff were properly vetted and
21 trained, and programs were sufficiently staffed. Further, GAYLA ensured that Amplify Life was fully
22 compliant with all State requirements by working closely with Walter Cuneo. GAYLA'S success
23 running these programs initially resulted in the State extension of the Federally-funded contract from
24 \$50K to \$350K, and finally in Walter contacting GAYLA to extend the offer of a Master Service
25 Agreement, which would allow the State to provide ongoing funding to Amplify Life. Under
26 GAYLA'S leadership, DEFENDANT Amplify Life thrived and prospered as never before.

27 30 On November 10, 2018, the Board gathered at the Galletti facility to review Amplify Life's
28 performance. Fiscal Year 2018 was the most profitable and accomplished year on record for the now
44-year old nonprofit. GAYLA demonstrated repeatedly she was a qualified and consummate

1 professional, delivering on every task established, while she waited for the Board to deliver on their
2 perpetual promises of a retirement and incentive program.

3 31 Following this meeting GAYLA requested Gustafson remain behind to meet with her
4 privately about some pressing matters. GAYLA shared with Gustafson she learned that Board
5 member Alan Herak had been accused of embezzling by a former employer. To avoid prosecution,
6 Herak agreed to pay the money back. While this occurred prior to GAYLA joining Amplify Life, she
7 expressed this could have serious ramifications to the nonprofit with funders, the likes of Nell J.
8 Redfield, E.L. Cord and Pennington Foundations, and the May and Stanley Smith Trust. Herak also
9 held the position of Secretary/Treasurer nonstop since shortly after he joined the Board some 11 years
10 prior. GAYLA and Gustafson also briefly discussed GAYLA'S outstanding retirement and incentive
11 plan. Gustafson told GAYLA that she needed some time to figure things out but she would handle
12 these matters.

13 32 At the December 12, 2018 Board meeting, it was announced that Amy Garland would assume
14 the role of Amplify Life Secretary/Treasurer. Alan Herak would remain as a Board director. GAYLA
15 had a major surgery scheduled for December 18, 2018. The Board assured GAYLA they would take
16 care of anything in her absence.

17 33 About this time, GAYLA and the Board discussed the creation of official procedures, as none
18 existed beyond the Paychex employee manual related to employees and residential camps.
19 Procedures in the current manual created by Paychex are intentionally vague to limit any liability on
20 the part of the organization. The catalyst to creating the procedures was in large part, due to Amplify
21 Life receiving a sizable state contract with Federal funding, and GAYLA had made it clear that the
22 Board of Directors must participate moving forward.

23 34 GAYLA and Garland, the new Amplify Life Secretary/Treasurer, planned to sit down and
24 review financial processes and evaluate what additional procedures were necessary. They agreed this
25 would occur when GAYLA returned to work. GAYLA'S recovery time was expected to be 8 weeks.
26 At this time the Board was aware GAYLA would be unavailable until at least mid-January 2019,
27 possibly longer.

28 35 While GAYLA was out of the office on medical leave in December 2018 DEFENDANTS
Gustafson, Rice, Thorkildson, and Garland went to the Amplify Life office unannounced. Even other
Board members did not know they were going. These individuals later disclosed the purpose of their

1 visit was to review company files to assess the various types of procedural requirements the nonprofit
2 should put into place.

3 36 Meagan Meresz, Amplify Life Program Coordinator, was the only staff present. Recently
4 hired full time, Maegan was not aware of where to locate many of the files the Board members were
5 seeking. Cindy Prescott, former Amplify Life Office Administrator, who had resigned in October
6 2018 citing the challenges of the job were too stressful, was still working from time to time helping
7 with office filing. Prescott had maintained many of the sought for files in her previous role as Office
8 Administrator. However, Prescott was not in the day the Board members stopped by. Their visit to
9 the office to review files was impeded by the fact that neither GAYLA nor Prescott was present to
10 show them the requested files.

11 37 GAYLA was never advised of concerns over financial irregularities or compliance issues, and
12 nor should she have been. The Board members were solely responsible for processes and procedures
13 of Amplify Life.

14 38 January 2, 2019, DEFENDANT Gustafson emailed GAYLA wanting to know the date she
15 would return to work. Gustafson reminded GAYLA the board approved two weeks paid leave.
16 Consequently, the Board had no policy on medical leave. Gustafson told GAYLA the BOARD
17 needed to know when she would return to work because they needed to set up a meeting with her and
18 the Executive Committee (DEFENDANTS Gustafson, Thorkildson and Garland) for the day of her
19 return. GAYLA replied that Rice told her she could not return to work without a doctor's note.
20 GAYLA would not know until her post-op appointment with the surgeon on January 8, 2019.
21 GAYLA felt enormous pressure from Gustafson to return to work prematurely.

22 39 In the days prior to GAYLA'S surgery, the Board had demonstrated many peculiar behaviors.
23 Rice asked GAYLA for passwords to certain company accounts. Once provided, the passwords
24 would change, locking GAYLA out of accounts and leaving her unable to take care of company
25 business. When GAYLA asked Rice and Gustafson about this, both denied making password
26 changes. GAYLA was deeply concerned the accounts had been hacked, causing her to suffer extreme
27 anxiety attacks. One of these password changes to Amplify Life's PayPal Account occurred the night
28 before GAYLA'S surgery, resulting in her having an anxiety attack and asking Bill Wagner to get
involved and handle it.

1 40 On January 4, 2019, there was a meeting scheduled with the State Fire Marshal concerning
2 safety issues at the nonprofit building. Discussions concerning health and safety had been ongoing for
3 months between GAYLA and Gustafson and the Board. GAYLA notified the boards of this meeting
4 and requested one or more attend in her absence due to she was on medical leave. On the day of the
5 meeting GAYLA had not heard from any of the Board. GAYLA had LOREN drive her to the
6 campus, arriving late but in time to catch Bart Chambers, Nevada State Fire Marshal and
7 representatives from the State Capitol Police and Public Works Department who were leaving. These
8 officials agreed the area was not safe for people with special needs and staff and offered to help
9 locate another State of Nevada building for Amplify Life to operate in safely. Following this brief
10 encounter, GAYLA advised the Board she spoke with them. She also advised them Fire Marshal
11 Chambers was going to schedule an official inspection to take place to address all of the concerns
GAYLA had raised.

12 41 January 8, 2019, GAYLA had her 3-week post op appointment with her doctor. GAYLA'S
13 surgeon instructed her to be off work for 8 weeks. GAYLA told the doctor she did not feel she could
14 be off work for that long because there was no one to run the nonprofit. GAYLA had been told by the
15 Board they would handle things in her absence. However, this had not been the case. GAYLA'S
16 doctor agreed to provide a note allowing her to return to a highly modified work schedule and
17 GAYLA agreed to work from home as much as possible. He would reevaluate a final release at her 8-
week post-surgery appointment.

18 42 About this time, an official inspection with State Safety Officials took place. GAYLA was
19 present, as was LOREN. No one from the Board attended. Amplify Life was advised that a number of
20 health and safety issues must take place and programming with the special needs clients should cease
21 until those issues were resolved. GAYLA notified the Board of this.

22 43 Immediately after, Gustafson sent an email to the Board suggesting the facility was as safe as
23 Disneyland, thereby delegitimizing the authority of the State Fire Marshal and Capitol Police Chief.

24 44 About this time, Gustafson began harassing GAYLA, repeatedly demanding she call her. At
25 one point she said GAYLA was insubordinate for not calling her. GAYLA reminded Gustafson she
26 was still under medical restrictions and not released to work full time.
27
28

1 45 January 11, 2019, GAYLA was working from home but felt obligated to attend The Sheep
2 Dip, a fundraising event which Amplify Life had been named the recipient of events proceeds.
3 GAYLA was accompanied by approximately 20 of the nonprofits special needs clients. LOREN and
4 several volunteers attended to help. None of the Board attended that night.

5 46 January 17, 2019, Gustafson scheduled a meeting between GAYLA and the Executive
6 Committee requiring GAYLA to come into the office. Gustafson said the meeting was to develop
7 procedures. This was the same meeting Gustafson had been so desperate to schedule; she emailed
8 GAYLA 15 days after her surgery. The meeting was attended by Gustafson, Thorkildson, and
9 Garland, and began as a discussion of procedures. When Meagan Meresz, the Amplify Life Program
10 Coordinator returned from lunch, Gustafson said she wanted to move the meeting somewhere more
11 private. The meeting was moved into the gym, where once seated Gustafson and Thorkildson
12 launched into a verbal attack on GAYLA. The women were extremely displeased with GAYLA'S
13 insistence something be done about health and safety at the new facility, and that she wanted the
14 Board to participate. Thorkildson told GAYLA they were the Board, she worked for them, and didn't
15 tell them what to do. Thorkildson also told GAYLA if she couldn't handle it, she could leave.
16 GAYLA believed this also meant if she was afraid of the work environment, she should quit.

17 47 GAYLA became extremely upset and told them they were being very hostile. GAYLA cited
18 their attack was on par with an incident from years earlier when then Board Chairman Shannon
19 Dressel showed up at the office and when she became displeased with GAYLA, she leaned across the
20 desk and put her fist in GAYLA'S face. This episode was witnessed by an employee. But when
21 GAYLA brought it to the attention of the Board, attorney Rice disregarded it saying it was a 'she
22 said, she said' moment and there was nothing the Board could do. Gustafson, Thorkildson, nor
23 Garland were not on the Board at that time. The day after Rice sent that email, Dressel presented a
24 letter of resignation, which Bill Wagner said Rice told her what to write during the Executive Session
25 on this matter. Following Dressel's resignation, GAYLA having no desire to harm Amplify Life, set
26 about serving the nonprofit without taking further action.

27 48 Further, GAYLA explained her concerns about health and safety were imperative to the
28 welfare of Amplify Life and the welfare of its' at-risk clients. All officers of the nonprofit had a
fiduciary responsibility to it. GAYLA told the Board that issues of cronyism and conflict of interests
on the part of Gustafson and her business, Strategic Progress, LLC, posed an enormous threat to the

1 nonprofit. Gustafson gave Amplify Life business to her friends, in one case the nonprofit paying her
2 friend \$23,000 for grant writing that produced minuscule return. Gustafson, under her consulting
3 business applied for and won a grant that claimed to benefit Amplify Life financially, but it did not.
4 Thorkildson and Gustafson were combative and rejected the idea that GAYLA had any authority to
tell the Board anything.

5 49 At the conclusion of this meeting, GAYLA was experiencing severe abdomen pain (at her
6 surgical site). It resulted in GAYLA going to the Reno Hospital Emergency Room that night.

7 50 GAYLA initiated a Worker's Comp Claim, which was in process at the time of her
8 termination. The Board fought the claim committing fraud by stating the meeting was not a Policy
9 and Procedures Meeting, but an employee review. Yet there was no documentation as would be
10 expected in such a case.

11 51 On January 23, 2019, GAYLA emailed the Board that she was not comfortable attending the
12 Board meeting given the hostility demonstrated, suggesting it should be postponed and it would be
13 prudent to involve an outside nonprofit professional to assist Amplify Life to address responsibilities,
14 including the relationship between Executive Director and Board of Directors. Gustafson responded
15 to all stating the Board had a matter to address and would go into Executive Session after a brief
Board Meeting.

16 52 GAYLA was terminated in an email from Rice that night. GAYLA was 4-weeks into an 8-
17 week recovery, and still under doctors' orders to work a modified schedule. The doctor had not
18 released GAYLA.

19 53 Following GAYLA'S termination, even with their knowledge that GAYLA had recently
20 undergone major surgery and was bedridden, DEFENDANTS continuously harassed GAYLA for the
21 return of Amplify Life's property to their campus. At all times material, GAYLA reminded them that
22 she was unable to leave her bed and offered to arrange for them to collect the items the next week.
23 However, DEFENDANTS RICE (and the Board) ignored her and used her inability to return the
property to file a police report claiming embezzlement, using false claims to have the report created.

24 54 Upon GAYLA'S request for her employment records as allowed by Nevada Law, there was a
25 20-day delay in receiving the file. On top of that, RICE sent GAYLA an incomplete file, which also
26 contained a fictitious and an illegally altered document. The document indicated GAYLA was written
27 up for insubordination, which led to the loss of a major donor. The document also tied GAYLA to
28

1 specific protocols she must follow or be terminated. The representations contained in this document
2 are patently false. At all times material GAYLA was never written up for any reason, nor had any
3 donor stopped its contributions. Further, the document contained GAYLA'S signature which was
4 forged. Finally, the write-up was countersigned by Board member, namely, SHANNON DRESSEL,
5 who had resigned 8 months prior to the alleged insubordination.

6 55 Upon GAYLA confronting the Board wanting to know who falsified a document with her
7 name, Amplify Life sued GAYLA and LOREN OUELLETTE in the Second Judicial District Court
8 of the State of Nevada, making fraudulent claims against them.

9 56 During this time, the Board made it known to contractors, vendors, state employees, and the
10 public via a Sparks Police Report, that GAYLA was terminated for insubordination, and implied that
11 she embezzled funds from Amplify Life as well. These false representations permanently damaged
12 GAYLA's ability to find equivalent or better level of employment. Upon information and belief
13 GAYLA's career and earning power was destroyed by this misinformation.

14 57 The Board told Gerald Smith, Esq., Trustee of the Nell J. Redfield Foundation, a \$63MM
15 funder, who had funded Amplify Life, GAYLA had stolen Amplify Life grant files. This information
16 was disseminated among GAYLA'S nonprofit industry colleagues. This caused irreparable damage
17 to GAYLA'S reputation, career and ability to earn a living. It is reasonable to assume other funders,
18 including, but not limited to, Pennington, E.L. Cord Foundation and the May and Stanley Smith Trust
19 who GAYLA may also have been told the same.

20 58 The Board shared confidential information with a low level employee. Namely, Cindy
21 Prescott, who was hired back following GAYLA's termination. Prescott sent emails to numerous
22 people divulging confidential information and disparaged GAYLA with many falsehoods initiated by
23 the Board.

24 59 Amplify Life and Cindy Prescott misappropriated GAYLA and LOREN'S personal property.
25 One example is a stained glass art hanging, that DEFENDANT AMPLIFY LIFE placed up for
26 auction. The art was featured publically online and consequently sold during Amplify Life's Grand
27 Opening. It was list as being donated by Prescott. Meagan Meresz, who left the company following
28 GAYLA'S termination, at the request of GAYLA had gathered her personal items, including
29 numerous stained glass art pieces of great sentimental value to GAYLA and set them aside for her
30 retrieval.

1 60 At the time of GAYLA'S termination, LOREN was owed a prorated balance of \$2,800 per the
2 website agreement. DEFENDANTS Gustafson and Rice, an attorney, wrongfully accessed LOREN'S
3 Hostmonster account by misrepresenting themselves as the site owners to gain control of the website.
4 Once they had access DEFENDANTS changed all account information and passwords locking
5 LOREN out of his account. Upon discovering DEFENDANTS had done this LOREN filed an
6 ownership dispute causing Hostmonster to lock the site. But DEFENDANTS Gustafson and Rice had
7 already downloaded a copy of the website without remunerating LOREN for his work.

8 61 On August 19, 2019, DEFENDANTS Amplify Life and the Board fraudulently gained
9 unauthorized online access to GAYLA and LOREN'S Costco account and changed ownership and
10 contact information.

11 62. On August 20, 2019, DEFENDANTS Gustafson and Rice, an attorney, fraudulently gained
12 unauthorized online access to GAYLA and LOREN'S Sam's Club Account and changed ownership
13 and contact information.

14 WHEREFORE, PLAINTIFFS prays for relief as set forth below

15 **FIRST CAUSE OF ACTION**

16 (Retaliation for Whistle-Blowing in violation of 42 USC § 12203 GAYLA against AMPLIFY LIFE)

17 63. PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations
18 in this Complaint as though fully set forth herein.

19 64. At all times material GAYLA was an employee of Amplify Life.

20 65. GAYLA reported information or activity that was unsafe, illegal, unethical, or not
21 morally correct within an organization to government officials and law enforcement agencies PRIOR
22 to her termination.

23 66. GAYLA is protected under Federal Whistleblower Act with protections, rights and
24 remedies for from any kind of retaliatory action by her employer to deprive her of her rights or take
25 any kind of disciplinary action against her based upon her whistleblowing conduct.

26 67. Amplify Life terminated GAYLA in retaliation to GAYLA's reports of unsafe
27 conditions to government officials.

69. As a proximate result of the wrongful conduct of Defendants, and each of them, GAYLA has suffered humiliation, emotional distress, and mental pain and anguish in an amount according to proof at the time of trial.

70. In doing the acts herein alleged, Defendants acted intentionally, oppressively, and maliciously toward GAYLA with advance knowledge and conscious disregard of GAYLAS' rights, or the consequences; or did authorize or ratify such intentional, oppressive and malicious acts, with the intent of depriving GAYLA of property and legal rights and otherwise causing her injury. Because the acts taken toward GAYLA were caused by directors, officers, and/or managing agents acting in a malicious, oppressive, deliberate, cold, callous, and intentional manner in order to injure and damage, GAYLA therefore requests the assessment of punitive damages.

WHEREFORE, PLAINTIFFS prays for relief as set forth below

WHEREFORE, PLAINTIFFS prays for relief as set forth below

SECOND CAUSE OF ACTION

(Wrongful Termination — PLAINTIFF GAYLA against AMPLIFY LIFE)

71. PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations in this Complaint as though fully set forth herein.

72. At all times material GAYLA was employed by Defendant Amplify Life from 2013 through 2019.

73. During this time, PLAINTIFFS reported unsafe working conditions to local authorities after having reporting them internally. GAYLA made reports through emails, telephone calls and in person which were initiated during her employment.

74. On or about January 2019, GAYLA further alleges that as a result of her actions in reporting to outside agencies, after the Board of Directors failed to act, DEFENDANTS Amplify Life, Cyndy Gustafson, Stephanie Rice, Diane Thorkildson, and Amy Garland proceeded to conduct

1 a campaign to rid their selves of GAYLA. GAYLA was then wrongfully terminated from her
2 position for her actions as a whistleblower.

3 75. As a proximate result of the wrongful conduct of Defendants, and each of them,
4 GAYLA has suffered and continues to sustain substantial loss in earnings and other employment
5 benefits in an amount according to proof at the time of trial.

6 76. As a proximate result of the wrongful conduct of DEFENDANTS, and each of them,
7 GAYLA has suffered humiliation, emotional distress, mental pain and anguish all to her damage in
8 an amount according to proof at the time of trial.

9 77. In doing the acts herein alleged, DEFENDANTS acted intentionally, oppressively, and
10 maliciously towards GAYLA with advance knowledge and conscious disregard of GAYLA's rights,
11 or the consequences to her; or did authorize or ratify such intentional, oppressive and malicious acts,
12 with the intent of depriving GAYLA of property and legal rights and otherwise causing her injury.
13 Because the acts taken toward GAYLA were carried out by directors, officers, and/or managing
14 agents acting in a deliberate, cold, callous, and intentional manner in order to injure and damage
15 GAYLA therefore requests the assessment of punitive damages in an amount to be proven at trial.

16 WHEREFORE, PLAINTIFFS prays for relief as set forth below

17 **THIRD CAUSE OF ACTION**

18 (Fraud — GAYLA against all DEFENDANTS AMPLIFY LIFE, STEPHANIE RICE,
19 CYNDY GUSTAFSON, DIANE THORKILDSON, SHANNON DRESSEL, ALAN
20 HERAK AND AMY GARLAND

21 78. PLAINTIFFS hereby reference and incorporate all paragraphs of the allegations above
22 as though fully set forth herein.

23 79. At the time that DEFENDANTS hired GAYLA as the Executive Director, she was
24 assured compensation at the rate of \$46,000 per year, plus incentive bonuses and an IRA to induce
25 her into accepting the position. The following inducements and continued actions included:

26 A. Assurances made by AMPLIFY LIFE, through their Board of Directors at many
27 monthly meetings by which GAYLA raised the issues of failure to provide her the promised benefits.

1 B. Continued assurances that Herak would contact her to get her benefits into place.

2 C. GAYLA had seen the Board of Directors take exceptionally long times to address
3 other issues. Gayla knew other Amplify staffs were receiving an IRA and still others were informed
4 and entitled to an IRA so that this behavior did not trigger the understanding that the Board did not
5 intend to fulfill its promises to GAYLA.

6 D. GAYLA was induced and accepted the position, and then continued to work in the
7 understanding that she would be provided what was promised, including through the assurances in
8 November 2019, when she was again induced to continue employment through new promises.

9 E. When GAYLA was offered the Interim Executive Director position, and the Executive
10 Director position, she was offered additional compensation and reassured as to her benefits.

11 F. Each of these actions continued to actively hide their intention to defraud GAYLA,
12 and to obtain her work.

13 80. Upon information and belief Defendants never intended to provide these benefits to
14 GAYLA as she was not aware that Defendants had no intention of honoring their promises and fully
15 relied on their assurances that the bonuses and IRA were forthcoming.

16 81. As a proximate result of the wrongful conduct of Defendants, and each of them
17 GAYLA has suffered and continues to sustain substantial losses in earnings and other employment
18 benefits in an amount according to proof at the time of trial. In addition, the assurances kept GAYLA
19 from pursuing other employment.

20 82. As a proximate result of the wrongful conduct of Defendants, and each of them,
21 GAYLA has suffered humiliation, emotional distress, and mental pain and anguish all to her damage
22 in an amount according to proof at the time of trial.

23 83. In doing the acts herein alleged, Defendants acted intentionally, oppressively, and
24 maliciously toward PLAINTIFF GAYLA with advance knowledge and conscious disregard of
25 GAYLA's rights, or the consequences to her and neither authorized nor ratify such intentional,
26 oppressive and malicious acts, with the intent of depriving GAYLA of property and legal rights and
27 otherwise causing her injury. Because the acts taken toward GAYLA were carried out by directors,
28

1 officers, and/or managing agents acting in a deliberate, cold, callous, and intentional manner in order
2 to injure and damage PLAINTIFFS that requests the imposition of punitive damages.

3 WHEREFORE, PLAINTIFF prays for relief as set forth below

4 **FOURTH CAUSE OF ACTION**

5 (Defamation — PLAINTIFF GAYLA against AMPLIFY LIFE, STEPHANIE RICE, CYNDY
6 GUSTAFSON, DIANE THORKILDSON, and SHANNON DRESSEL)

7 84. PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations
8 in this Complaint as though fully set forth herein

9 85. Defendants's Board of Directors represented to contractors, vendors, state employees,
10 and the public via a Sparks Police Report, that GAYLA was terminated for insubordination, and
11 communicated and implied that GAYLA embezzled funds from Amplify Life. The defamatory
12 statements and their publication are false, as follows:

13 A. A police report obtained, January 2019, using false claims, which is a public document
14 makes claims of criminal behavior and misrepresents the true facts of her termination.

15 B. An email to Pamela Macy dated July 25, 2019 claiming the problems and irregularities
16 at Amplify Life are due to GAYLA communicated in bad faith and spite.

17 C. The Board told Gerald Smith, Esq., Trustee of the Nell J. Redfield Foundation, a
18 \$63MM funder, who had funded Amplify Life, GAYLA had stolen Amplify Life grant files. This
19 information was disseminated among GAYLA'S nonprofit industry colleagues. This caused
20 irreparable damage to GAYLA'S reputation, career and ability to earn a living. It is reasonable to
21 assume other funders, including, but not limited to, Pennington, E.L. Cord Foundation and the May
22 and Stanley Smith Trust who GAYLA may also have been told the same.

23 D. An email sent from Amplify Life on November 26, 2019 to Nick Ouellette disparaged
24 his mother and PLAINTIFF, GAYLA.

25 86. As the "Insubordination" claim is based on a forged document, the inclusion in the
26 police report and the claims of embezzled funds are patently untrue and unprivileged.
27
28

1 87. At all times material the insubordination claim has permanently damaged GAYLA's
2 ability to find equivalent or better level of employment. At all times material to this action
3 GAYLA's career and earning power has been destroyed.

4 88. As a proximate result of the wrongful conduct of Defendants, and each of them,
5 GAYLA has suffered and continues to sustain substantial losses in earnings and other employment
6 benefits in an amount according to proof at the time of trial.

7 89. As a proximate result of the wrongful conduct of Defendants, and each of them
8 PLAINTIFF GAYLA has suffered humiliation, emotional distress, and mental pain and anguish all to
9 her damage in an amount according to proof at the time of trial.

10 90. In doing the acts herein alleged, Defendants acted intentionally, oppressively, and
11 maliciously towards GAYLA with advance knowledge and conscious disregard of GAYLA's rights,
12 or the consequences to her; or did she authorize or ratify such intentional, oppressive and malicious
13 acts, with the intent of depriving her of her property and legal rights and otherwise causing her injury.
14 Because the acts taken toward GAYLA were carried out by directors, officers, and/or managing
15 agents acting in a deliberate, cold, callous, and intentional manner in order to injure and damage
16 GAYLA therefore requests the assessment of punitive damages in an amount to punish the
17 Defendants.

18 WHEREFORE, PLAINTIFF prays for relief as set forth below

19 **FIFTH CAUSE OF ACTION**

20 (Conversion — PLAINTIFF LOREN against AMPLIFY LIFE, STEPHANIE RICE, CYNDY
21 GUSTAFSON, DIANE THORKILDSON, and SHANNON DRESSEL)

22 91. PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations
23 in this Complaint as though fully set forth herein.

24 92. At all times material PLAINTIFF LOREN co-created a complex website for
25 Defendants. Under the agreement, LOREN retained custody of the hosting and website, programs,
26 codes, data, scripts until the terms of the agreement were satisfied. That included maintenance of the
27

1 website. The contract to do so has not been fully performed by AMPLIFY LIFE as they have failed
2 to pay the full amount to LOREN with whom the contract was made.

3 93. Defendants AMPLIFY LIFE, RICE, and GUSTAFSON converted the property by
4 wrongfully gaining access to the host site and downloading all of the content and script that LOREN
5 had co-created and managed.

6 94. Defendants then created a new site to avoid paying the remaining balance under the
7 contract.

8 95. As a proximate result of the wrongful conduct of Defendants, and each of them,
9 PLAINTIFF LOREN has incurred loss and damages in an amount according to proof at trial.

10 96. As a proximate result of the wrongful conduct of Defendants, and each of them,
11 LOREN has suffered humiliation, emotional distress, and mental pain and anguish all to his damage
12 in an amount according to proof at the time of trial.

13 97. In doing the acts herein alleged, Defendants acted intentionally, oppressively, and
14 maliciously towards LOREN with advance knowledge and conscious disregard of LOREN's rights,
15 or the consequences to him; or did authorize or ratify such intentional, oppressive and malicious acts,
16 with the intent of depriving LOREN of property and legal rights and otherwise causing him injury.
17 Because the acts taken toward LOREN were carried out by directors, officers, and/or managing
18 agents acting in a deliberate, cold, callous, and intentional manner in order to injure and damage
19 LOREN therefore requests the assessment of punitive damages in amount to be proven at trial.

20 WHEREFORE, PLAINTIFFS prays for relief as set forth below

21 **SIXTH CAUSE OF ACTION**

22 (Unjust Enrichment—PLAINTIFF LOREN Against AMPLIFY LIFE)

23 PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations
24 in this Complaint as though fully set forth herein.

25 98. At all times material, Defendants have been unjustly enriched in two incidents by the
26 work of LOREN, which are set forth herein, to wit:

1 officers, and/or managing agents acting in a deliberate, cold, callous, and intentional manner in order
2 to injure and damage LOREN therefore requests the assessment of punitive damages.

3 WHEREFORE, PLAINTIFFS prays for relief as set forth below

4 **SEVENTH CAUSE OF ACTION**

5 (Fraud and Deceit — GAYLA against Defendants AMPLIFY LIFE and STEPHANIE RICE)

6 102. PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations
7 in this Complaint as though fully set forth herein

8 103. GAYLA alleges the Amplify Life Board of Directors created a false document and
9 forged GAYLA OUELLETTE's signature. On January 23, 2019, GAYLA OUELLETTE, Executive
10 Director of Special Recreation Services, Inc., dba Amplify Life, was terminated by the Board of
11 Directors, in at least part with respect to the fraudulent document.

12 104. GAYLA alleges prior to her termination, GAYLA made a formal email request for her
13 employee file. Since February 2015, GAYLA's employee file was in the possession of Stephanie
14 Rice, Esq., Board director and located at Winter Street Law, formerly known as Hardy Law Group.
15 It took numerous requests and weeks for Amplify Life to produce the employee file. GAYLA
16 OUELLETTE had to go so far as to tell Stephanie Rice to "Stop playing games" and produce the file.

17 105. On February 13, 2019, the requested file was delivered by courier from Stephanie
18 Rice, Winter Street Law to Kerry Doyle, ESQ. At the same time, the courier retrieved a box of
19 Amplify Life property. This property included the laptop computer available to Amplify Life on
20 February 11, 2019. It remained unclaimed for two days. However, Stephanie Rice stipulates,
21 including in court documents, that these items were critical and not having them impeded the ability
22 to run Amplify Life's business operations.

23 106. On February 28, 2019 in the Doyle Law conference room, Kerry Doyle met with
24 GAYLA OUELLETTE and together they opened the sealed envelope containing the employee file
25 delivered by Stephanie Rice. When GAYLA received the file, it was unopened, sealed with tape, and
26 signed over the seal by Stephanie Rice, Esq. Photos of the envelope are available to demonstrate how
27 it was sealed and signed.

1 107. PLAINTIFF GAYLA alleges that after she reviewed the contents of the file, she
2 immediately took note of one document: SPECIAL RECREATION SERVICES, INC. EMPLOYEE
3 CORRECTIVE ACTION FORM. This document implicated GAYLA for concerns and violations
4 related to her conduct as an Officer of the nonprofit. It went on to bind GAYLA to certain conditions
5 and terms. Visibly absent from the employee file were GAYLA's stellar finalized Performance
6 Reviews: One from Stephanie Rice and William Wagner, 2016, and one from Cyndy Gustafson and
7 William Wagner in 2017, which Kerry Doyle consequently requested from Anthony Hall, legal
8 counsel to Amplify Life. The request was never fulfilled.

9 108. GAYLA alleges Kerry Doyle scanned the entire contents of the file and GAYLA left
10 with the envelope. Ms. Doyle provided an affidavit supporting the authenticity of file. Later that
11 evening, GAYLA examined the document she questioned. She determined the document to a fraud
12 and forged for the following reasons and observations:

13 (a) GAYLA's signature on the EMPLOYEE CORRECTIVE ACTION FORM is identical
14 to her signature on the Conflict of Interest Policy, dated 5/31/13. GAYLA did in fact sign the Conflict
15 of Interest Policy Form on her first day of employment with Camp Lotsafun (now known as Amplify
16 Life),

17 (b) The faint black spotted lines below GAYLA's signature are indicative of
18 manipulation,

19 (c) There is 'no date' next to GAYLA's signature. GAYLA alleges that she would never
20 sign or fail to date a document,

21 (d) The document is dated by Shannon Dressel, 12/9/2015 – A FULL TEN (10)
22 MONTHS AFTER SHE RESIGNED FROM THE AMPLIFY LIFE BOARD OF DIRECTORS,

23 (e) GAYLA's length of employment stated in the upper left corner of the document is
24 congruent with Ms. Dressel's date of 12/9/2015, written after her signature on the fraudulent
25 document, and

26 (f) The information specific to the "Concerns / Violations" is UNTRUE; The Neil J.
27 Redfield Foundation never withheld funding during GAYLA's term of employment.

1 109. As a proximate result of the wrongful conduct, acts and omissions of the Defendants
2 and each of them GAYLA has suffered and continues to sustain substantial losses in earnings and
3 other employment benefits in an amount according to proof at the time of trial. Specifically, due to
4 the placement of the forged document in her file, GAYLA was wrongfully terminated.

5 110. As a proximate result of the wrongful conduct of Defendants, and each of them,
6 GAYLA has suffered humiliation, emotional distress, and mental pain and anguish in damages in an
7 amount according to proof at the time of trial.

8 111. In doing the acts herein alleged, Defendants acted intentionally, oppressively, and
9 maliciously towards GAYLA with advance knowledge and conscious disregard of PLAINTIFFS
10 rights, or the consequences to her; or did authorize or ratify such intentional, oppressive and
11 malicious acts, with the intent of depriving GAYLA of her property and legal rights and otherwise
12 causing her injury. Because the acts taken toward GAYLA were carried out by directors, officers,
13 and/or managing agents acting in a deliberate, cold, callous, and intentional manner in order to injure
14 and damage Plaintiff GAYLA therefore requests the assessment of punitive damages.

15 WHEREFORE, PLAINTIFFS prays for relief as set forth below

16
17 **EIGHTH CAUSE OF ACTION**
18

19 (Violations of the Computer Fraud and Abuse Act, 18 USC § 1030 et. seq. by PLAINTIFF LOREN
20 against Defendants CYNDY GUSTAFSON and STEPHANIE RICE)

21 112. PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations
22 in this Complaint as though fully set forth herein.

23 113. At all times material CYNDY GUSTAFSON wrongfully gaining access to the hosting
24 account developed by LOREN without his authorization and consent.

25 114. Upon gaining access to the hosting account developed by LOREN, CYNDY
26 GUSTAFSON retrieved intellectual property owned by LOREN committing theft of his intellectual
27 property by the unauthorized access to his computer.

1 115. Cyndy Gustafson violated Federal and State of Nevada computer crime statutes when
2 she gained access to the Hosting account developed by LOREN without consent, licensing or written
3 approval until the contract were fully paid.

4 116. PLAINTIFF LOREN alleges as a result of the theft of his intellectual property
5 committed by CYNDY GUSTAFSON and STEPHANIE RICE that he incurred damages in an
6 amount according to proof at trial.

7 117. On August 19, 2019 DEFENDANTS Amplify Life and its Board fraudulently gained
8 unauthorized online access to GAYLA and LOREN'S Costco account and changed ownership and
9 contact information in violation of 18 USC § 1030, et. seq.

10 118. On August 20, 2019, DEFENDANTS GUSTAFSON and RICE an attorney,
11 fraudulently gained unauthorized online access to GAYLA and LOREN'S Sam's Club Account and
12 changed ownership and contact information in violation of 18 USC § 1030, et. seq.

13 WHEREFORE, PLAINTIFFS prays for relief as set forth below

14 **NINTH CAUSE OF ACTION**

15 (Against all Defendants for Declaratory Relief)

16 119. PLAINTIFFS hereby reference and incorporate all paragraphs of the above allegations
17 in this Complaint as though fully set forth herein.

18 120. An actual controversy has risen and now exists between the PLAINTIFFS on one hand
19 and all named Defendants and organizations on the other hand regarding 501(c) (3) of the Internal
20 Revenue Code requirements that a tax exempt organization must be organized and operated
21 exclusively for exempt purposes and whether any of the named defendants violated its duty to public
22 interests as opposed to the personal interests of board members, officers, directors and important
23 employees.

24 121. A judicial determination is required for a determination whether any of the Defendants
25 violated the 501(c) (3) of the Internal Revenue Service maintaining its nonprofit status based on the
26 above allegations and prohibited activities, including, but not limited to participating in, or
27 intervening in any political campaigns on behalf of any person running for public office, including,
28 but not limited to state court judges, politicians or lobbyists.

122. If any of the names defendants or organizations engaged in any improper conduct as defined by the Internal Revenue Service then the Court shall issue a declaratory judgment that all named defendants be liable for inurement and noncompliance subject to retroactive penalties as well as losing its non-profit status and retroactively penalized in accordance to Internal Revenue Code §501(c)(3).

WHEREFORE, PLAINTIFFS prays for relief as set forth below

PRAYER FOR RELIEF

PLAINTIFFS seek relief as follows:

1. For general damages according to proof at the time of trial;
2. For special damages according to proof at the time of trial
3. For costs of the suit;
4. For punitive and exemplary damages as determined by the court;
5. For such other and further relief as the Court may deem proper.

JURY DEMAND

PLAINTIFFS respectfully demand a trial by jury on all issues so triable.

DATED: JUNE 23, 2020

By: /s/ Loren R. Ouellette

Loren Ouellette
PLAINTIFF in Pro Per

By: /s/ Gayla E. Ouellette

Gayla Ouellette
PLAINTIFF in Pro Per

VERIFICATION

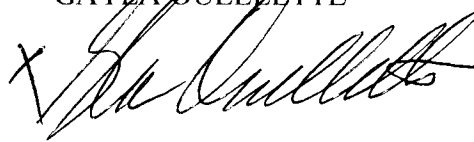
I, GAYLA OUELLETTE am the PLAINTIFF in the above entitled action.

Upon information and belief I avow that the facts herein are within my knowledge and to the contents thereof. The same is true of my knowledge, except as to those matters which are therein alleged on information and belief, and as to those matters are believed to be true.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this Verification was executed in Washoe County, California.

Dated: June 23, 2020

/s/ Gayla Ouellette
GAYLA OUELLETTE

A handwritten signature in black ink, appearing to read 'Gayla Ouellette', is written over the printed name. The signature is stylized with a large 'X' at the beginning and a long, sweeping underline.